

TOWN OF HAMPTON
INVITATION TO BID

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy and Purchase Procedures, will accept sealed bid prices on the following bid:

2010-052 Sidewalk Replacement - Mill Road

All bids must be submitted in accordance with the bid specifications and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

The bid specifications for the above services and/or products are available in the Town Manager's office located at 100 Winnacunnet Road, Hampton, New Hampshire and on the Town Website at www.hamptonnh.gov

Sealed bids will be received until 2:00 PM on Wednesday, December 22, 2010 at the Town Manager's office.

Sealed bid envelopes must clearly be marked "2010-052 Sidewalk Replacement - Mill Road".

The Town of Hampton acting through the Town Manager and or the Board of Selectmen reserves the right to reject any or all bids, to award any bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the Town. The decision of the Town Manager and/or the Board of Selectmen shall be final.

If further information is necessary, please contact Ryan Flynn, Engineering at (603) 929-5933.

Frederick Welch
Town Manager

TOWN OF HAMPTON GENERAL INFORMATION

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy and Purchase Procedures, will accept sealed bid prices on the following bid:

2010-052 Sidewalk Replacement - Mill Road

I. INTENT

The Town of Hampton will accept bids from qualified firms for the re-construction of approximately 900 Linear Feet of sidewalk on Mill Road between Winnacunnet Road and High Street in the Town of Hampton as detailed below. It shall be the contractor's obligation to supply all labor and materials to re-construct the walkway as described in the Scope of Work.

II. SPECIFICATIONS

All Bids shall be submitted in conformance with the specifications, conditions, scope of work, schedule of work, general specifications, and any detailed specifications that are considered as minimum standards, and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

III. CONDITIONS

- 1) The Public Works Highway Foreman will approve the contractor's proposed line and grade of the sidewalk prior to commencement of re-construction.
- 2) The contractor shall be responsible for calling "Dig Safe" for the following:
 - a. Utility mark-out for the proper identification of the location of all utilities in the street and cross streets;
 - b. Earth penetrating activities.
- 3) Any costs and expenses for complying with Dig Safe is the responsibility of the contractor. The cost of any corrective repairs to utilities is the responsibility of the contractor without cost to the town.
- 4) The contractor shall be responsible for notifying any non-member facility owners directly.
- 5) Any water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utilities within the limits of the re-construction that need to be relocated or adjusted shall be moved by the owners of such utilities at their expense.
- 6) The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that a) these operations may progress in a reasonable manner, b) duplication of rearrangements may be reduced to a minimum, and c) services rendered by those parties will be minimal.

- 7) In the event of interruption to water or utility services as a result of accidental breakage or as a result of being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with said authority in the restoration of services. If utility service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the Fire Chief. If any utility service is interrupted for more than four (4) hours, the contractor shall make provisions for temporary service at his own expense until service is resumed if such temporary restoration is possible.
- 8) The contractor shall be responsible for providing signage and traffic control during the period of re-construction as deemed necessary by the department.
- 9) All Bids shall be submitted in conformance with all specifications of this document which are to be considered as minimum standards, and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.
- 10) It shall be the responsibility of potential bidders to determine prior to the deadline for bid submission, whether there have been any addenda distributed and/or any additional information that may be required in order to submit their Bids in conformance therewith.
- 11) No work will be permitted at night and/or on Saturdays and Sundays or holidays except as approved in writing by the Town of Hampton, and provided such work is not in violation of the Town Noise Ordinance.
- 12) The Contractor shall conform to the regulations of the Noise Ordinance, Chapter 2, Article 17 of the Town of Hampton Code of Ordinances.

IV. SCOPE OF WORK

Re-construction of the sidewalk will be in conformance with all NH State specifications for design, materials, compaction, etc.

- 1) The contractor shall remove/excavate the existing 4' wide Portland cement concrete sidewalk, backfill to line and grade, and install a 4' wide bituminous concrete sidewalk.
- 2) Areas of the existing sidewalk are elevated below the road surface. The contractor will propose a line and grade that will correct all such areas by elevating the line and grade as needed. Back and front slopes, including affected private walkways shall be adjusted as directed by the Public Works Highway Foreman; granite curbing will be installed as directed by the Public Works Highway Foreman.
- 3) Excavated material approved by the Public Works Highway Foreman may be used as backfill.
- 4) All backfill material must be approved by the Public Works Department before use. Backfill, that may be available at the Public Works Yard shall be used, if available. The Contractor shall check with the Public Works Department to see if any backfill material is available, prior to purchasing of backfill from an outside vendor.
- 5) Credit will be given to the Town for use of any backfill and or materials taken from the Public Works Yard.
- 6) A payment item for backfill is included should additional backfill material be needed.

- 7) The paved sidewalk structure shall consist of the following:
 - a. 6" of crushed gravel (NH Spec.) sub-base applied and compacted to 95%;
 - b. 2" of tight binder asphalt applied with a mechanical spreader, true to line grade;
 - c. 1" of 3/8 mix wearing course applied following binder application.
- 8) Two (2) 18" diameter (approximate) maple trees on Town Property, with roots disturbing the existing sidewalk in front of numbers 32 and 46 Mill Road shall be cut and removed and their stumps removed prior to sidewalk preparation.
- 9) Runoff shall be directed towards the roadway. Finished paving shall be such that puddles, bird baths, etc. do not form on the sidewalk during wet weather events. If any are found after the work is completed, they shall be repaired within 2 weeks of notification, by means approved by the department.
- 10) New bituminous asphalt aprons (minimum 1" thick) at street lines and slope adjustments to abutters driveways will be laid by hand or mechanical spreader as approved by the Public Works Highway Foreman. The match joints to the driveways shall be ground out beforehand.
- 11) Grade changes in some areas will be necessary. All existing walkways and driveway entrances shall be maintained, the finished sidewalk shall be matched and feathered to existing entrances as specified and approved by the Public Works Highway Foreman.
- 12) Following completion of work, the site shall be promptly cleaned, adjoining lawns restored, mailboxes reset, and slopes loamed and seeded.
- 13) A minimum of 3" of loam shall be spread over all disturbed areas. Grass seed mix shall be applied and hay mulched.

V. INSPECTION OF WORK

- 1) The Public Works Department shall be responsible for the inspections of the work during the re- construction project.
- 2) Representatives from the Town may inspect the work performed by the Contractor at any time without notice to the Contractor.

VI. SCHEDULE OF WORK

- 1) Completion of the sidewalk re-construction project shall be done by April 30, 2011.
- 2) There shall be a \$100/day late penalty should the contractor fail to meet the scheduled completion date. The project shall start within 7 to 14 days after the pre-construction meeting and finished within 120 calendar days.

VII. CHANGE ORDERS, PAYMENT REQUISITIONS, FINAL PAYMENT & RETAINAGE

- 1) Change Orders. All change orders shall be approved by the Town of Hampton acting through the Town Manager and or the Board of Selectmen, upon the recommendation of the Director of Public Works, prior to the implementation of said change in work.

- 2) Payment requisitions for work in place may be submitted monthly. The amount billed shall correspond to the percentage of the work performed by the Contractor by the end of the month. Payment will represent work in place, less 10% retainage of the payment.
- 3) Final payment. Before issuance of the final payment, the contractor shall certify in writing that all payrolls, materials, billings and other indebtedness pertaining to the sidewalk re-construction project have been paid.
- 4) Retainage. The retainage shall be held for 12 months following completion of the re-construction project. The retainage will serve to warrantee all project work performed under this contract.

VIII. DELIVERABLES

The successful proponent upon the request for final payment shall provide to the Town the following:

- 1) As-built drawings, which shall include at a minimum the following:
 - a. Location of the sidewalk, dimensions, and the specifications of the materials used

IX. INSURANCE

The successful bidder shall submit to the Town of Hampton Insurance Certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies.

The Town shall be named as an additional insured on each insurance policy. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10 days written notice has been received by the Town of Hampton."

The insurance required under this bid shall provide adequate protection for the successful bidder and any subcontractors employed by the successful bidder against damage claims, which may arise from the work and/or services or products delivered under the awarded contract, whether by the insured or by anyone employed by him, and also against any of the specialty hazards which may be encountered in the performance of the contract as enumerated in the supplementary general conditions.

The following shall be considered minimum standards for insurance required to perform the work and/or services or products delivered to the Town of Hampton:

A. General Coverage

To be eligible to be awarded the contract to perform the work required under this bid, each bidder must submit a current certificate of insurance for General Liability; Automobile Liability; Excess Liability; Property (All risk including Theft & Fire); Contractual Liability from a company licensed to issue such insurance in the State of New Hampshire in the following amounts which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

B. Workers' Compensation

To be eligible to be awarded the contract to perform the work required under this bid, each bidder must submit a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire Law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Coverage A Statutory
Coverage B \$1,000,000.00

C. Sub-contractor Insurance

In case of any such work sublet, the successful bidder shall require any sub-contractor under the awarded contract to provide the same General Coverage Insurance and Workers' Compensation Insurance as described above for all of the sub-contractor's employees that are to be engaged in such work, unless such employees are covered by the protection afforded by the contractor's Workers' Compensation Insurance.

In case any class of employees engaged in hazardous work under the awarded contract is not protected under the Workers' Compensation statute, the successful bidder shall provide or shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees who are not otherwise protected.

D. Cancellation of Insurance

The cancellation of any insurance held by the successful bidder and any sub-contractor under the awarded contract will automatically cancel any contract or bid. Each insurance policy shall contain a provision that the certificates of insurance shall not be altered or cancelled except with 10 days written notice to the Town of Hampton.

X. SUB-CONTRACTORS

All sub-contractors used by the successful bidder must comply with all of the requirements of the bid and contract requirements as contained herein. Satisfactory proof or compliance of the specifications of the bid and contract requirements must be furnished to the Town prior to any sub-contractor performing any work under the awarded contract.

XI. LAWS, PERMITS AND LICENSING

It is the successful bidder's responsibility to adhere to and comply with all federal, state and local laws, regulations, and codes as well to all standards and practices relating to the work being performed and/or services or products delivered. In addition, it is the successful bidder's responsibility to procure and keep in effect any and all licenses, permits, notifications or other regulatory requirements relating to the work to be performed and/or services or products delivered.

XII. INDEMNIFICATION

In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability arising from the work to be performed and/or services or products delivered.

XIII. BID REQUIREMENTS

The bidder is expected to carefully examine the proposed scope of work, specifications, special provisions, and contract forms before submitting a bid. Failure to do so will not relieve a successful bidder of his obligation to furnish all equipment and labor necessary to carry out the provisions of this contract. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination of the proposed scope of work, plans, bid, etc., and is familiar with the conditions to be encountered in performing the work and/or services or products delivered.

All bid submittals must contain the attached "Form of Bid". All blanks are to be filled in and returned with this complete set of papers to the Town Manager.

All bidders shall specify on the bid form the price cost as identified in the above specification and scope of work in both words and figures. All words and figures shall be written in ink. In case of a discrepancy between the words and the figures, the written word shall govern.

All bid submittals shall contain one (1) original and two (2) copies of the completed bid package.

Each bidder will submit a listing of the mobilized equipment to be used and number of employees required to perform the work and/or services.

Each bidder shall provide a list of references and current clients (3 minimum each) that includes their names, addresses, and telephone numbers providing testimony to the work to be performed and/or services or products delivered.

Each bidder will submit a summary of qualifications and work experience together with a statement regarding the number of years the bidder has performed the work and/or services or products delivered.

Lack of experience on the part of the bidder may be grounds for disqualification.

The bid Package shall include at a minimum:

1. This entire document including all attachments
2. Bid Form
3. Summary of work experience
4. List of mobilized equipment and number of employees required to perform the work and/or services or products delivered
5. Equipment Inventory
6. Summary of Qualifications
7. References and current clients

XIV. RECEIPT OF BID

Sealed bids will be received until 2:00 PM on Wednesday, December 22, 2010 at the Town Manager's office.

Sealed bid envelopes must be clearly marked "2010-052 Sidewalk Replacement - Mill Road"

The bidder may withdraw his/her proposal, given the request is in writing and in the hands of the Town Manager before the time of opening bids. Such proposal will be returned unopened.

XV. AWARD

Before making its award, the Town shall consider the project proposal, work, and/or services or products delivered that best serves the processing needs and financial interests of the Town.

The Town of Hampton acting through the Town Manager and or the Board of Selectmen reserves the right to reject any or all bids, to award any bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the Town.

The decision of the Town Manager and/or the Board of Selectmen shall be final.

All bids submitted shall be held firm and not withdrawn for 90 days from bid opening.

XVI. PAYMENT

Payment will be made within thirty (30) days of receipt of bill.

XVII. POSTING OF BIDS

All Bids are posted on the Town Website at www.hamptonnh.gov. All potential bidders are requested to inform the Town of Hampton by email at inquiries@town.hampton.nh.us that they have obtained the bidding documents from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the bid submittal to these potential bidders.

XVIII. FAXED BIDS/EMAILED BIDS

No faxed or emailed bids will be permitted. If a bid is received in either manner, it will be destroyed upon receipt.

XIX. PURCHASING POLICY APPLIES

The Town of Hampton's Purchasing Policy and Purchase Procedures apply to any bids received hereunder.

XX. TERMINATION

The Town of Hampton acting through the Town Manager and/or the Board of Selectmen retains the right under this contract to terminate work and/or services or products delivered and dismiss the successful bidder for non-performance with five (5) working days notice.

Additionally, upon such termination the Town of Hampton acting through the Town Manager and or the Board of Selectmen reserves the right to award the contract to another bidder for completion of work and/or services or products delivered under this bid.

All disputes shall be decided under the laws of the State of New Hampshire.

TOWN OF HAMPTON
BID FORM

2010-052 Sidewalk Replacement - Mill Road

Town Manager
100 Winnacunnet Road
Hampton, NH 03842

The bidder shall specify here in figures and words the total cost as specified in the written bid specifications and scope of work attached hereto and made a part hereof.

In accordance with the specifications, the undersigned hereby submits the following bid. Bid items shall include the price of all equipment, materials, labor, tools, mobilization, and insurances associated with the installation of the box culvert.

ITEM	UNITS	UNIT COST	QUANTITY	EXTENDED
Surplus Material Removal	\$/CY	\$	70 CY	\$
Backfill Material	\$/CY	\$	140 CY	\$
Crushed Gravel	\$/CY	\$	70 CY	\$
Curbing Installation	\$/LF	\$	900 LF	\$
2" Binder	\$/SY	\$	400 SY	\$
1" Wearing Course	\$/SY	\$	400 SY	\$
Tree & Stump Removal	Lump Sum	\$	1	\$
Site Restoration	Lump Sum	\$	1	\$
			TOTAL:	\$

The undersigned is submitting this Bid without collusion with any other individual or corporation.

Name of Bidder _____

Address of Bidder _____

City, State and Zip Code of Bidder _____

Business Telephone of Bidder _____

Business Fax Telephone Number of Bidder _____

E-Mail Address of Bidder _____

Bidders Website Address _____

Signature of Authorized Person _____

Date _____

By signing above you are attesting that you are duly authorized by law to commit the individual, association, partnership, company or corporation to the terms of the bid and resulting contract attached hereto.

Once submitted, all bids submitted shall be held firm and not withdrawn for 90 days from bid opening.